

UNRECORDED



200005040043

Kathy Hill, Skagit County Auditor

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RETURN TO:

Skagit County Assessors

DOCUMENT TITLE(S) (or transactions contained herein):

Open space taxation Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

761651.

[ ] ADDITIONAL REFERENCE NUMBERS ON PAGE \_\_\_\_\_ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Skagit County Assessors Office

2.

3.

4.

[ ] ADDITIONAL NAMES ON PAGE \_\_\_\_\_ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. John & Erna Hansen

2.

3.

4.

[ ] ADDITIONAL NAMES ON PAGE \_\_\_\_\_ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township, and range):

ptn gov lts 748 in Sec 36, Twp 39, Rge 4

[ ] ADDITIONAL LEGAL(S) ON PAGE 3, 4 OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: P29855, etc

[ ] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE \_\_\_\_\_ OF DOCUMENT.

APPLICATION NO. 337

761651 ✓

OPEN SPACE TAXATION AGREEMENT

Prepare in Triplicate  
with one completed copy  
to each of the following:  
Applicant  
Legislative Body  
County Assessor

This Agreement between JOHN W. HANSEN and ERNA HANSEN husband and wife  
hereinafter called the "owner",  
and (insert city or county) SKAGIT COUNTY  
Route #5, Box 349, Mount Vernon, WA 98273

Whereas the owner of the following described real property having made application for classification of that property under the provisions of RCW 84.34,

And whereas, both the owner and legislative authority desire to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic and economic asset to the public, and both parties agree that the classification of the property during the life of this Agreement shall be for:

FARM AND AGRICULTURAL

(Open Space, Farm and Agricultural, Timber Land)

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

- (1) During the term of this Agreement, the land shall only be used in accordance with the preservation of its classified use.
- (2) No structures shall be erected upon such land except those directly related to, and compatible with the classified use of the land, or except those residence buildings for such individuals as are engaged in the care, use, operation or management of said land.
- (3) This Agreement shall be effective commencing on the date the legislative body receives the signed Agreement from the property owner, and shall remain in effect for a period of at least ten (10) years.
- (4) This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the parties hereto.
- (5) Withdrawal: The land owner may withdraw from this Agreement if after a period of seven years the land owner makes a withdrawal request which request is irrevocable, to the assessor. Three years from the date of that request the assessor shall withdraw the land from the classification, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070.
- (6) Breach: After land has been classified and an Agreement executed, any change of the use of the land, except through compliance with items (5), (7) or (8) of this Agreement, shall be considered a breach of this Agreement, and subject to applicable taxes, penalties and interest as provided in RCW 84.34.080.
- (7) A breach of Agreement shall not occur if the change in use results from the sale of land classified under this Act within two years after the death of the owner of at least fifty percent of such land.
- (8) Eminent Domain: When any permissible action in eminent domain for the condemnation of the fee title of the land under agreement is filed or when such land is acquired as a result of a sale to a public body, this Agreement shall be null and void as of the date the action is filed and thereafter the Agreement shall not be binding on any party to it.
- (9) The County Assessor may require reports from classified land owners. If the owner fails to return a required report within ninety days, the Assessor may declare the Agreement in breach.



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Legal Description of classified land: 186.79 Acres:

SECTION 31, TOWNSHIP 34 NORTH, RANGE 5 EWM:

Lot 3; ✓  
North 30 Acres of Lot 4. ✓

SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EWM: → Revised legal:

Lot 7, LESS Trs of Tax 38; ✓  
Lot 6 East of Rly, LESS ptn Tax 32 ✓  
Lot 8, LESS Trs part frac Southeast 1/4 of Southeast 1/4, LESS Tax 30 &  
Tr Tax 33; ✓  
Southeast 1/4 of Northeast 1/4, LESS ptn of Tax 32. OMIT ANY LAND WEST OF HIWAY ✓

Gov Lts 7 & 8 lying east of Hwy 1-A (Hwy 9)  
except described parcels in exhibit A

This Agreement shall be subject to the following conditions:

REQUEST OF  
ANN ROSS  
8 AM 11:15  
DEC 71  
SKAGIT COUNTY AUDITOR  
Hansen et al  
Hwy 1-A  
(S...)  
33404-0-012-06  
761651

It is declared that this Agreement contains the classification and conditions as provided for in RCW 84.34 and the conditions imposed by this Legislative Authority.

Dated December 2nd, 1971

Legislative Authority:

SKAGIT COUNTY

City or County

By Arnold M. Hansen

Title

CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

As owner(s) of the herein described land I (we) indicate by my (our) signature(s) that I (we) are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated Dec. 9, 1971

Erna F. Hansen  
John W. Hansen  
Owner(s)



Kathy Hill, Skagit County Auditor

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(Must be signed by all Owners)

Subscribed and sworn to before me this

8 day of Dec, 1971

[Signature]  
Notary Public

RECEIVED  
DEC 9 1971  
SKAGIT COUNTY  
COMMISSIONERS

Date signed Agreement received by Legislative Authority

**A portion in Government lots 7 and 8 lying east of Highway 1-A (AKA Highway 9) in Section 36, Township 34, Range 4 described as follows: Beginning at a point on the east line of said highway and 200 feet south of the northwest corner of government lot 7; Thence south along east line of highway, 370 feet more or less to old driveway south of existing house; thence easterly along driveway, 180 feet; then north 50 feet; thence northwesterly to a point 55 feet east of starting point; thence west to the east line of highway and the point of beginning.**

P29886  
340436-0-020-0307

PTN GOV LT 8 DAF BAAP ON N LI LT 8 & E LI ST HWY NO 1-A TH S  
ALG SD HWY 850FT TO TPOB TH E PARA WI N LI GOV LT 8 150F TTH  
N PARA WI E LI SD GOV LT 8 100FT TH W PARA WI N LI SD GOV LT  
8 TO E LI SD HWY TH SLY ALG E LI SD HWY TO TPOB INC M/H  
09L20808UX LIBERTY 85 60X28

Exhibit A



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Kathy Hill, Skagit County Auditor  
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